

AGREEMENT

MOLINE BOARD OF EDUCATION

&

AFSCME LOCAL 672

2011 – 2012 School Year

Also available online at www.molineschools.org

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PREAMBLE

This Agreement is entered into between the Board of Education of School District No. 40, Moline, Illinois, hereinafter referred to as the School Board and the American Federation of State, County and Municipal Employees, (AFSCME), Council 31, AFL-CIO on behalf of Local 672 custodial and maintenance employees hereinafter referred to as Local 672 or employees.

Whereas it is the desire of both parties to maintain the existing harmonious relationship between the School Board and Local 672 and to promote cooperation and understanding between the School Board and its employees, to encourage economy of operation, and to promote the morale, well being and security of employees and whereas the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed to as follows:

That the School Board or its delegated representatives will meet with representatives of Local 672 at such times and places as mutually agreed upon by the School Board and official representatives of Local 672 for the purpose of discussion of matters of concern to either party.

ARTICLE I EFFECT OF AGREEMENT

Section 1 - The terms of this Agreement shall be applicable to all full-time custodial and maintenance employees of the School Board and said terms shall remain in effect during the lifetime of this Agreement or until a new Agreement is ratified.

Section 2 - If any Article, Section, or sentence of this Agreement is or becomes in violation of Law, or is declared invalid, illegal or unconstitutional by competent jurisdiction, said Article, Section, or sentence shall automatically be deleted from this Agreement to the extent that it violates the Law. However, the remaining Articles, Sections, and sentences shall remain in full force and effect for the duration of this Agreement. The parties shall attempt to renegotiate the invalidated part or provision.

ARTICLE II TERMS OF EMPLOYMENT

For the purpose of Agreement, the term "days" shall refer to working days, excluding holidays unless otherwise stated.

Section 1 - All new employees shall be employed as per the rules and regulations of the Board of Education. Whenever new custodial or maintenance personnel are employed, they shall work in such position subject to a probationary period of ninety (90) calendar days during which period the Board of Education may terminate their employment at its option and without the right of appeal in any

manner whatsoever on the part of the employee. The District will notify the union of hire in dates or termination dates. All full-time employees covered by this Agreement who have satisfactorily completed the probationary period and who provide evidence of good health through a physical examination as required by the School Board and are employed thereafter shall have regular employment status and shall be entitled to all the rights, protection and responsibilities provided for in the terms of this Agreement. The Board of Education reserves the right to extend a new employee's probationary period the same number of work days that the employee is off work, due to injury or illness, beyond the normal one day of sick leave per month which is currently granted to probationary employees.

- Section 2 - Eight (8) hours shall constitute a workday exclusive of the lunch period and forty (40) hours shall constitute a workweek. A full-time employee refers to those employed four (4) hours or more on a daily basis. The normal workweek shall be Monday through Friday. Any change in the normal schedule shall not be implemented for the purpose of avoiding overtime payment.
- Section 3 - Any break time authorized by the School Board will take place at the location assigned for the custodian and at the location of the assigned work for the maintenance employee.
- Section 4 - All custodial and maintenance employees shall work a daily schedule as determined by the School Board or its designated representatives. The usual daily work that is done during the week by custodians shall not normally be done by those in supervisory positions. It shall be the responsibility of each custodian to ensure that the building or area of the building to which he is assigned shall consistently be maintained in a neat, clean, and orderly manner.
- Section 5 - Insofar as is practical, all work assignments, whether straight time or overtime, shall be divided equally among all employees so assigned. Employees who, on a temporary basis, are assigned to work areas in a higher pay classification shall receive the higher rate of pay for the hours actually worked if three (3) or more consecutive days are worked in that position and will be paid at the level of his/her years of service in the higher grade.
- Section 6 - If school is canceled due to weather conditions, an employee covered by this Agreement will not be docked for pay if he/she arrives late providing he/she notifies his/her immediate supervisor that he/she will be late and he/she does arrive in time to complete at least one-half of his/her scheduled shift. An employee will not be required to stay home from his or her regular shift or be required to go home before completing his or her regular shift without pay.
- Section 7 - Any custodial or maintenance employee who changes position and who has not previously met the Criminal Background Investigation requirements and the

Abused and Neglected Child Reporting Act requirements must do so within ten (10) working days.

Section 8 - New hires will be allowed to meet with the Union representative for one hour, at a mutually agreeable time, within thirty (30) days of the new employees hire date to discuss responsibilities and union affiliation matters. These meeting will be held at the new hire's assigned building.

Section 9 - Employees will be reimbursed for travel in personal vehicles required as part of their duties at the rate designated by the Board of Education.

ARTICLE III SHIFTS AND OVERTIME

Section 1 - Shifts

- A. Any shift starting at 5:00 a.m. or thereafter until 2:00 p.m. shall be considered first shift.
- B. Any shift starting at 2:00 p.m. or thereafter until 10:00 p.m. shall be considered second shift and second shift employees shall be entitled to a shift differential of forty-five (45) cents per hour. Any shift starting at 10:00 p.m. or thereafter until 5:00 a.m. shall be considered third shift and third shift employees shall be entitled to a shift differential of sixty-five (65) cents per hour. The shift differential shall be paid only to those employees who begin their shift at 2:00 p.m. or after or 10:00 p.m. or after, except for custodians who work a split shift. Those employees working a split shift shall be paid the differential for a maximum of four (4) hours provided those hours are worked after 2:00 p.m. or 10:00 p.m. If time worked falls in a shift where there is additional pay, then the worker shall be paid at the rate applicable to that shift for the hours worked in that shift provided the employee has worked at least four (4) hours in that shift.

Section 2 - Overtime

The regular base salary rate shall be paid for all hours worked up to forty (40) hours per week. The rate of compensation for hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate. Overtime work performed on holidays and Sunday shall be paid double the regular rate.

All overtime shall be divided as equally as possible among the full-time employees within a given classification.

Only the principal, Custodial Services Coordinator/Head Custodian MHS, or Coordinator of Facility Services shall assign overtime work, with authorization from the Director of Facilities or his designee.

Overtime shall normally be on a voluntary basis; however, in the event of unusual or emergency situations all employees shall cooperate in every way possible to deal with the emergency. Substitutes and temporary employees shall not work more than 40 hours in a workweek unless no member of the bargaining unit in the building, or maintenance department if maintenance work, volunteers to work the hours in excess of 40.

ARTICLE IV SENIORITY

- Section 1 - Seniority shall begin with the date of original employment and shall include only time for which pay has been received except that total seniority shall not be diminished by temporary layoffs due to lack of work or lack of funds. A temporary layoff shall be interpreted to mean less than three (3) months. If two or more employees are hired on the same date, the seniority list ranking will be determined by those employees drawing a number out of a hat, conducted by the Assistant Superintendent for Administration and Human Resources and the AFSCME Local 672 President.
- Section 2 - Whenever it becomes necessary to employ additional workers, either in vacancies or in new positions subject to the provisions of this Agreement, former employees who have rendered satisfactory service and who have been laid off from service, without delinquency or misconduct on their part, shall be entitled to be re-employed in such vacancies or new positions in preference to all other people for a period of two years after layoff provided that they are immediately available and physically capable of performing the required work. A physical exam, at the employee's expense, will be required prior to reemployment.
- Section 3 - Whenever it becomes necessary to lay off employees due to shortage of work or lack of funds, employees shall be laid off in inverse order to their length of service and they shall possess reemployment rights as herein-after defined.
- Section 4 - When an employee is laid off due to a reduction in the work force, or loses his or her position due to a reduction in the work force, he or she shall be permitted to exercise his or her seniority rights to bump a less senior employee in an equal or lower job classification provided that he or she is as qualified as indicated by his or her skills, ability, and job performance.
- Section 5 - When new positions are created or when a position becomes vacant, the opening will be posted within thirty (30) working days for a period of five (5) days. Such

positions will be filled within twenty-five (25) working days after the expiration of the job notice. Seniority shall prevail unless a less senior employee or other individual has superior qualifications, skills, and/or ability to perform the work in that position. It shall be the general intent of the Board of Education to promote from within the custodial and maintenance unit.

- Section 6 - Employees transferring from one position to another shall serve an immediate thirty (30) day probationary period. Any employee found to be unsatisfactory at the end of the thirty-day probationary period shall be placed in the first available position that is similar to the one from which he transferred, regardless of shift.
- Section 7 - All employees covered by this Agreement shall give at least two weeks written notice of their intention to discontinue service with the School Board.
- Section 8 - Custodial or maintenance employees who assume supervisory responsibilities and, therefore, are not covered under this Agreement shall have their seniority frozen as of the date of transfer to the supervisory position. They will begin accruing additional seniority as of the date they return to the custodial or maintenance work force and become eligible to be covered by the provisions of this Agreement.
- Section 9 - Temporary job openings are defined as job vacancies that may periodically develop due to the absence of an employee because of vacations, sick and injury leave, or other leave of absence. A temporary vacancy may not extend beyond two years. After two years, the vacancy will be considered a permanent vacancy. An employee returning from a leave of absence will have all rights under the seniority article.

**ARTICLE V
VACATIONS**

- Section 1 - Twelve (12) month full-time custodial and maintenance personnel shall be entitled to an annual vacation with pay, which shall be determined by the number of years of service from July 1 of each year of employment.
 - One (1) year completed by July 1 - one (1) week vacation
 - Two (2) years completed by July 1 - two (2) weeks vacation
 - Five (5) years completed by July 1 - three (3) weeks vacation
 - Ten (10) years completed by July 1 - four (4) weeks vacation
- Section 2 - Vacation is earned in the fiscal year (July 1-June 30) prior to which it is taken. Thus, vacation is earned in one fiscal year (July 1-June 30) and taken during the following fiscal year (July 1-June 30) in its entirety.

- Section 3 - Vacation time is given annually for employee use and enjoyment and does not accumulate. Employees are encouraged to use their full vacation allowance each year. Unused days may not be carried over into the next year.
- Section 4 - Employees with five (5) years of service or more may take up to three (3) of their vacation days, when students and teaching staff are in session. The balance of their vacation days must be taken when students and teaching staff are not in session. This excludes the maintenance department, Allendale, and the Field House. Individual exceptions due to unusual circumstances may be allowed, at the discretion of the Assistant Superintendent for Administration and Human Resources
- Section 5 - Employees who have completed less than one (1) year of service by July 1 shall be entitled to vacation with pay on a pro rata basis. Only full months of employment shall be used in calculating vacations.
- Section 6 - Employees who work four (4) hours or more per day shall be entitled to vacation on a pro rata basis.
- Section 7 - Choice of vacation schedules within a building shall be granted based on seniority with the approval of the supervisor.

ARTICLE VI HOLIDAYS

Section 1 - Holidays

All personnel employed as full-time employees will be entitled to the following paid holidays:

- Day before New Year's Day
- New Year's Day
- Lincoln's Birthday - when occurring on a weekday
- Martin Luther King's Birthday
- Count Casimir Pulaski's Birthday (*see Section 2*)
- Good Friday
- One (1) Spring Break Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day (*when occurring on a weekday*)
- Thanksgiving Day
- Friday after Thanksgiving Day
- The day before Christmas Day

Christmas Day
Floating Holiday (*see Section 6*)

- Section 2 - Each year, when the school calendar includes Casimir Pulaski's birthday as a school attendance day, employees will be granted the first work day following the observance of the Christmas day holiday as a holiday in place of the Casimir Pulaski's birthday holiday.
- Section 3 - With the exception of Independence Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, and New Year's Day, any holiday that occurs on Saturday or Sunday shall not be observed on any work day nor shall compensation be paid for work performed on holidays unless authorized by the Director of Facilities or his designee. If a holiday occurs on a weekend, Saturday holidays shall be observed on the preceding Friday and Sunday holidays shall be observed on the following Monday, except in those instances where the change would affect the normal operation of the school system in which instance a day would be added to the individual's regular vacation period. If two holidays occur on consecutive days and one of the days is a weekend day, the holidays will be observed on the nearest two consecutive weekdays.
- Section 4 - A holiday occurring within a scheduled vacation period shall not count as a day of vacation, nor shall a holiday occurring while an employee is on leave of absence for illness or injury count against the employee's sick leave days.
- Section 5 - One Spring Break Day shall be granted in conjunction with the School District's Spring Break. AFSCME's President and the Assistant Superintendent for Administration and Human Resources shall set that day, with preference being given for a three-day weekend. If Good Friday should occur at the same time as the Spring Break, preference would be to create a four-day weekend. Labor and management shall set those days with preference being given to a Friday/Monday combination creating a four-day weekend.
- Section 6 - All twelve (12) month full-time custodial and maintenance personnel shall be entitled to a floating Holiday that needs to be scheduled as a paid vacation day as is stated in the terms of the contract in Article V, Vacations. This day will be posted, along with an employees regular earned vacation, on July 1, of each year.

ARTICLE VII
LEAVES

- Section 1 - Sick leave with pay shall be granted on the basis of fifteen (15) days per year for each full-time employee. Unused sick leave shall be cumulative with no limit on the total number of days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family household. All

employees covered under this Agreement shall receive sick leave on a pro rata basis for the days worked. Probationary employees shall be entitled to use a maximum of one (1) day per month from the annual allocation of fifteen (15) during the probationary period. For the purpose of this section, the immediate family shall include parents, spouse, brothers, sisters, children, grand-parents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians as specified in Section 24-6 of the School Code of Illinois.

Section 2 - SICK LEAVE BANK

- A. The Sick Leave Bank is intended to be used by any one of its members if he/she should suffer a catastrophic illness or injury or in the event that one of his/her immediate family members would suffer a catastrophic illness or injury. The definition of immediate family member is stated in Section 1 of this Article.
- B. The definition of catastrophic illness or injury shall be as follows: The Sick Leave Bank is intended to cover temporarily disabled or incapacitated employees and/or members of their immediate family resulting from life threatening illness or injury of catastrophic proportions resulting in a medical condition for which a physician has certified the condition is likely to result in a loss of thirty (30) or more work days during the calendar year. Documentation of such illness or injury from a physician is required to be submitted with any request to use the Sick Leave Bank.
- C. To enroll in the Bank, a participating employee must be a full-time employee with a minimum of one (1) year of service and must have a minimum of fourteen (14) unused sick days of their own, on May 31st, in the year they apply.
- D. When a Bank member has exhausted all of their available benefit/leave time, they may apply to use up to twenty-five (25) workdays from the Sick Leave Bank, during a twelve-month period. Application forms are available in the Human Resource Office and must be submitted prior to exhausting all of their own available leave.
- E. Employees that have donated three (3) or more sick leave days to the sick leave bank will be lifetime members of the sick leave bank for the duration of their employment with the School District as a member of AFSCME Local 672. They must have donated at least one (1) day of their sick time to become a member for one (1) year. To become a lifetime member, those employees must donate at least three (3) days within a consecutive three (3) year period. An employee may donate up

to ten (10) days per calendar year as desired at the time of enrollment or any time thereafter.

- E.1. If the total number of days in the sick leave bank should fall below seventy-five (75), lifetime members must donate one (1) day to remain as a lifetime member. Yearly members of the bank would also donate one (1) more day to remain in the bank.
- E.2. If a member uses more than three (3) days from the Sick Leave Bank, the following July 1, three (3) days of his/her personal sick leave days will be placed into the Sick Leave Bank. Notification must be provided in writing by the union to the Assistant Superintendent for Administration & Human Resources by June 15th of the preceding fiscal year.
- F. Employees may voluntarily enroll between May 1 and May 31 of each year pursuant to paragraphs E and E1. The donated days will be subtracted from the employees accumulated sick leave balance at the same time that newly posted sick leave days are added to the employees' accumulated sick leave balance.
- G. A review committee shall be established with two members from the Union and one from the Employer to determine employee eligibility pursuant to the guidelines established herein. Any decision made herein shall be final and binding.
- H. The Union shall be provided a copy of the forms used for determination for all claims within 10 work days of the date that the determination is made.
- I. If an employee intends to file a claim for his/her injuries or illness under the Workers' Compensation Act or Workers' Occupational Diseases Act or IMRF or any other entity, he/she shall not be eligible for Sick Leave Bank use.
- J. Any employee shall not be eligible to withdraw the sick leave time he or she has contributed to the pool.
- K. Abuse of the use of the sick leave bank should be investigated by the Employer and upon finding of wrongdoing on the part of the participating employee, that employee shall repay all sick leave days drawn from the sick leave bank and shall be subject to other disciplinary action. Information regarding the alleged misuse of the sick leave bank shall be provided to the Union members of the review committee prior to the

initiation of any action against the employee. Such employee shall be removed from the sick leave bank.

L. Upon termination, retirement, or death, neither a participating employee nor the participating employee's estate shall be entitled to payment for unused sick leave acquired from the sick leave bank.

M. Either party may request a review of this policy and any changes shall be subject to negotiations and mutual agreement of the parties.

Section 3 - A maximum of five (5) days of leave, without loss of pay, shall be granted upon the death of a relative of the employee or employee's spouse. The Assistant Superintendent for Administration and Human Resources may allow up to one (1) day leave for the death of a close friend. The maximum limits may be extended upon application and approval of the building principal and the Assistant Superintendent for Administration and Human Resources. Bereavement leave need not be successive days. Such bereavement leave shall include leave for any business-related responsibilities. Further, such bereavement leave shall not reduce the total number of accumulated sick leave days. Probationary employees are entitled to use bereavement leave during the probationary period in the event of the death of an immediate family member as listed in Section 1 of Article VII.

Section 4 - Three (3) days are granted annually at full pay and may be used for personal business and no reason for said leave need be given. Personal business leave shall be allowed to accumulate to six (6) days and an employee may use up to six (6) personal business days in a school year. Personal business leave shall not be used to receive remuneration. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal business leave day except in the case of emergency. The Assistant Superintendent for Administration and Human Resources shall approve all emergency use of personal business leave. Probationary employees are not entitled to such leave.

Advance notice of the necessity for such personal business leave shall be given to one's immediate supervisor as early as possible.

Prior to July 1 of the next contract year, any unused personal business leave in excess of six (6) days shall be applied to the individual's accumulated sick leave.

Custodial/maintenance employees working a fractional part of a work year shall receive personal business leave on a pro rata basis.

Section 5 - Written leave of absence without pay for periods not in excess of six (6) months in any one year may be granted by the School Board, in the case of sickness or disability, to any employee after the satisfactory completion of the probationary service period. During said leave, the disabled employee shall provide written

verification by a licensed physician and/or chiropractic physician. Such verification shall show the diagnosis, prognosis, and expected duration of the disability unless the nature of the illness precludes the need for such frequency. If the School Board has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the School Board may rely upon the decision of an impartial physician as to the employee's ability to return to work. An employee to whom written leave of absence has been granted shall be entitled, at the expiration of the time named in such leave, to be reinstated to the position in which he was employed at the time the leave was granted or to a position of equal status. Probationary employees are not entitled to such leave.

Section 6 - Failure to return from a leave of absence within five (5) working days after the expiration date thereof may be cause for discharge unless it is impossible for the employee to so return and evidence of such impossibility is presented to the School Board within five (5) days after the expiration of the leave of absence or as soon as physically possible.

Section 7 - Family and Medical Leave (See Board of Education Policy 5:185).

ARTICLE VIII SALARY AND FRINGE BENEFITS

Section 1 - Salaries of all employees covered by this Agreement shall be determined by the salary schedule shown in the Appendix.

Section 2 - After the completion of the 90-day probationary period, all full-time (40 hours per week) will have the option to participate in the Hospital/Physician PPO reflective of the following contributions.

A. Single Employee Coverage

Eligible employees may elect single coverage as follows:

Fee: \$57.25 per month is the required contribution towards the single coverage premium. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the single coverage.

B. Family Dependent Coverage

Eligible employees may elect dependent coverage as follows:

Fee: \$205.54 per month is the required contribution towards the dependent coverage premium. This contribution may be tax sheltered by

completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the dependent coverage.

- Section 3 - The Board of Education shall deduct from the salary of employees electing to participate in the Flexible Spending Account Plan monies for the purpose of pre-tax (tax sheltered) payment(s) for any one or more of the following options subject to limitations defined by the Internal Revenue Code:
- A. Medical and dental expenses
 - B. Medically-related insurance premiums
 - C. Dependent care
- Section 4 - Term life insurance and accidental death and dismemberment insurance in the amount of \$50,000 each will be provided for all regularly employed custodial and maintenance employees who work forty (40) hours or more per week and who have completed the probationary period. The School Board will pay the full cost of such employee coverage.
- Section 5 - Where reasonable precaution is taken and proof of loss provided, the School Board will reimburse custodial and maintenance employees for loss, damage, or destruction of clothing or personal property resulting from theft and/or vandalism while on duty in the school or on the school premises to a maximum of one hundred seventy-five dollars (\$175.00). Vehicles shall be covered under this section provided the following conditions are met:
- 1. Police report filed and copy to the District.
 - 2. Insurance claim filed and a copy to the District.
 - 3. Vandalism/theft occurs on school property during work hours.
 - 4. Vehicles must be properly parked and secured.
 - 5. There must be evidence of forced entry for claims regarding property inside the vehicle.
 - 6. Pay up to \$175 per incident or the insurance deductible, whichever is lower.
- Section 6 - In the event that the Union desires to send representatives to attend Union conventions for Union business, such representatives shall be allowed time off with pay provided the total hours off for such representatives does not exceed fifty-six (56) hours in any one year and provided that convention leave requests are submitted to the Assistant Superintendent for Administration and Human Resources for approval as soon as possible prior to the leave.
- Section 7 - Effective January 1, 1984, the state and federal income tax on the 4-1/2% IMRF employee contributions will be deferred until such contributions are paid to the employee in the form of a pension or separation refund or as a death benefit to the

employee's beneficiaries. Under the plan, the School Board will no longer pay the employee's gross wages and then deduct the 4-1/2% for the employee IMRF contribution but will pay the employee an amount equal to his wages minus the 4-1/2% deduction and deposit the 4-1/2% directly with IMRF This plan is subject to all federal and state income tax laws.

Contributions to IMRF by the employee and the School Board shall begin on the first day of employment.

Section 8 - The School Board shall pay one-half (1/2) the premium for the health and medical insurance program as determined by the Moline Board of Education for persons who retire after May 30, 1980 and before June 30, 2012. To qualify for such district-paid premiums, employees must be eligible for retirement benefits under the Illinois Municipal Retirement Fund at the time of retirement and must have completed at least eight (8) years of continuous employment in the district. Such paid premiums shall extend for the length of time computed on the basis of the following formula:

A. Years of Service -

One year of service in District No. 40 is equal to one month's premium for health and medical insurance coverage.

B. Unused Sick Leave -

One day of accumulated sick leave in District No. 40 is equal to two weeks premium for health and medical insurance coverage.

All employees hired for the 2008-2009 contract year after November 1, 2008 and thereafter, continuation in this program will be for a maximum of ten (10) years; or until the employee is eligible for Medicare, whichever occurs first. Those who retire with less than fifteen (15) years of service are not eligible to continue in the District's health insurance program.

Section 9 - Absence due to injury or illness incurred in the course of the custodial or maintenance employee's employment shall not be charged against the custodial or maintenance employee's sick leave days and, further, the School Board shall pay to such custodial or maintenance employee the difference between his salary and benefits received under the Illinois Worker's Compensation Act for the duration of such absence. Such School Board paid absence shall be limited to one hundred eighty (180) custodial or maintenance employee employment days.

Section 10 - The Chief Financial Officer, the Director of Facilities, the President of the Union, and two other Union officers will meet as necessary at 3:00 p.m. on the last work day of the month to discuss problems and concerns and to improve communications. Special meetings may be called by mutual agreement.

- Section 11 - The cost of uniform service for maintenance personnel will be paid by the School Board subject to an amount not to exceed a total of six thousand four hundred dollars (\$6,400) per fiscal year for all maintenance employees combined.
- Section 12 - Prescription safety glasses will be provided to maintenance employees. All cost for eye examinations shall be at the expense of the employee. Cost to the School Board shall be limited to one hundred seventy-five dollars (\$175) over the year for one (1) pair of prescription safety glasses for those employees required to wear glasses for vision correction. Employees must bring the employer proof of safety glasses payment, from their choice of provider, to receive District reimbursement for up to one hundred seventy-five dollars (\$175).
- Section 13 - Whenever the need arises for short-time substitute workers to be hired, consideration shall be given to retired custodial and maintenance workers.
- Section 14 - Any full-time custodial/maintenance employee who chooses to retire after the age of 55, and is eligible, shall receive a stipend of \$3,000.

In order to be eligible for the retirement stipend, the employee must have a minimum of ten (10) years of service to District No. 40 prior to retirement.

Written notification of retirement will be given to the Board of Education six (6) months prior to the date of retirement.

ARTICLE IX DISCIPLINE

- Section 1 - The employer shall not discipline or discharge any employee without just cause.
- Section 2 - Except as provided below, disciplinary action shall include the following in order:
 - A. Oral reprimand
 - B. Written reprimand
 - C. Suspension with or without pay not to exceed 15 days
 - D. Discharge
- Section 3 - Commission of a serious offense may result in immediate suspension or dismissal without imposition of a lesser penalty. Such serious offenses include but are not limited to:
 - A. Possession, use, or distribution of an illegal or controlled substance or look-alike drug
 - B. Possession, use, or distribution of any alcoholic beverage or intoxication while on duty

- C. Theft
- D. Assault and/or battery
- E. Possession of a weapon
- F. Repeated insubordination

Section 4 - Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed through the regular grievance procedure.

Section 5 - Except in case of an emergency, a suspension or discharge of an employee shall be preceded by a meeting of the employee and the employee's immediate supervisor and the Director of Facilities or his designee.

Section 6 - If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before others.

Section 7 - A notice shall be given to the union for all disciplinary actions taken excluding oral reprimands. The notice shall include the name of the member of the bargaining unit and the date of the action.

Section 8 - The employer shall remove any oral reprimand from the employee's record if, from the date of the last reprimand, two years have passed without the employee receiving an additional reprimand for such offense.

The employer shall remove any written reprimand from the employee's record if, from the date of the last reprimand, three years have passed without the employee receiving an additional reprimand for such offense.

ARTICLE X GRIEVANCE PROCEDURE

Section 1 - Any grievance arising between the parties concerning alleged violations or misinterpretation of the Agreement shall be settled in the following manner:

Step 1: The employee, with or without representation, shall discuss the grievance with the supervisor that issued the discipline within five (5) days of the alleged grievance. The supervisor shall respond within three (3) days. If employee's immediate supervisor is not available, or not involved in the grievance, the union may proceed directly to Step 2 of the grievance procedure.

Step 2: If the grievance remains unresolved, it shall be presented by the employee or his representative to the Director of Facilities in writing within seven (7) days of the response in Step 1. The Director of

Facilities, within seven (7) days, shall meet with the concerned parties and respond in writing to the employee within five (5) days of such meeting.

Step 3: If the grievance remains unresolved, it shall be presented by the employee or his representative to the Chief Financial Officer, in writing within seven (7) days of the response in Step 2. The Chief Financial Officer, within seven (7) days, shall meet with the concerned parties and respond in writing to the employee within five (5) days of such meeting.

Step 4: If the grievance still remains unadjusted, it may be presented in writing to the Committee of the Whole of the School Board and the Superintendent of Schools by the Union representative or the Grievance Committee within seven (7) days of the response from the Chief Financial Officer. The Committee of the Whole of the School Board will render a decision within thirty (30) days after the conclusion of testimony.

Section 2 - The grievance procedure provides for the following additional step after **Step 4** for any grievance arising between the parties concerning conditions of employment as spelled out within this Agreement.

Step 5: If the grievance still remains unadjusted, the Union may, within fifteen (15) calendar days after the due date of the decision of the Committee of the Whole of the School Board and the Superintendent of Schools, request arbitration by written notice to the employer. If a request for arbitration is not filed within fifteen (15) calendar days after the due date of the decision of the Committee of the Whole of the Board of Education and the Superintendent of Schools, the grievance will be deemed withdrawn without precedent.

The employer and the Union shall meet to select an arbitrator from the American Arbitration Association according to the rules of the American Arbitration Association. The American Arbitration Association shall act as administrator of the proceedings. The employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses and 50% of the cost of preparing the record of the proceedings. Questions of arbitrability shall be decided by the arbitrator. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be final and binding.

Neither the employer nor the Union shall be permitted to assert any grounds or evidence before the arbitrator that has not been previously disclosed to the other party in Steps 1 and 4. The arbitrator shall have no power to alter the terms of the Agreement.

- Section 3 - The names of employees selected as Union representatives who may represent employees shall be certified in writing to the employer by the local Union.
- Section 4 - If the employer determines that it would be mutually beneficial to conduct monthly or semi-monthly meetings, the local Grievance Committee will meet with the employer at said meetings to adjust pending grievances, to discuss procedures for avoiding future grievances, and to discuss other issues which would improve the relationship between the parties.
- Section 5 - The President and one other Local 672 member may investigate and process grievances during working hours without loss of pay. Notification of the investigation of processing a grievance shall be given to the Director of Facilities prior to any such investigation or processing. Approval of the immediate supervisor shall be obtained prior to leaving the assigned work area.

ARTICLE XI WORK RULES

- Section 1 - When existing work rules are changed or new rules established, they shall be posted prominently on employee bulletin boards five (5) days prior to implementation.
- Section 2 - The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hiring.
- Section 3 - Employees shall comply with all rules that are not in conflict with the terms of this Agreement provided the rules are fairly and uniformly applied. Any unresolved complaint of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.
- Section 4 - The School Board shall provide a safe and healthful workplace and correct all hazards.
- Section 5 - Recognizing the need to provide a safe and healthful workplace, the parties agree to establish a joint Safety and Health Committee which shall meet regularly and promptly for the purposes of identifying and correcting unsafe or unhealthy working conditions. The Committee shall:

- A. Meet on dates established by the Committee to carry out the intent of this Section and to further promote the safety and health of the employees at the work location.
- B. Make personal inspections, participate in government inspections, and investigate complaints concerning allegations of unsafe or unhealthy conditions.
- C. Promote educational programs which will motivate adoption of safe working habits.
- D. Review injury and inspection reports for unsafe and unhealthy patterns of a certain nature or work location.

**ARTICLE XII
EVALUATION**

- Section 1 - All custodians and maintenance personnel shall be evaluated based on the performance of their duties at the end of the probationary period, by the end of the thirtieth (30th) day in a new position, annually, and at any other time as required by the Supervisor. All evaluations shall include a conference involving the evaluator(s) and the employee. All employees shall be required to sign their evaluation to acknowledge receipt of the evaluation.
- Section 2 - A written response may be made by the employee within ten (10) days of any evaluation received other than the probationary evaluation. Such response shall become a part of the employee's personnel file along with the evaluation.

**ARTICLE XIII
STRIKES AND LOCKOUTS**

- Section 1 - No lockout of employees shall be instituted by the employer during the term of the Agreement.
- Section 2 - No strikes of any kind shall be caused or sanctioned by the custodial union during the term of this Agreement or until a new resolution is agreed upon.

**ARTICLE XIV
MANAGEMENT RIGHTS**

Section 1 - The School Board hereby retains and reserves until itself all powers, rights, authority, duties and responsibilities that are not specifically limited by the express language of this Agreement.

**ARTICLE XV
UNION MEMBERSHIP**

Section 1 - Check off of union dues will be made upon request. Any charges for computer changes will be made at Union expense.

Section 2 - Employees covered by this Agreement who are not dues-paying members of the Union by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, and conditions of payment, as certified by the Union, shall be deducted by the School Board from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names and social security numbers shall be remitted to the Union upon request. The Union shall advise the employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.

Section 3 - Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets of a church or religious body of which the employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

Section 4 - The Union agrees to hold harmless and indemnify Moline Unit School District No. 40, its School Board, employees and agents as to all claims that may arise in litigation resulting from the implementation or attempted implementation of this Article. Said Union agrees to pay all costs of such litigation including court costs, attorney fees, judgments, penalties and interests.

Section 5 - Check off of voluntary P.E.O.P.L.E. deductions will be made upon request prior to October 1 of each year. Any charges for computer changes will be made at Union expense. New employees to the district may enroll within thirty (30) days after their probationary period ends.

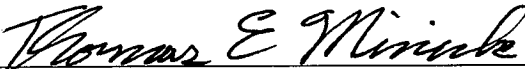
**ARTICLE XVI
TERM OF THE AGREEMENT**

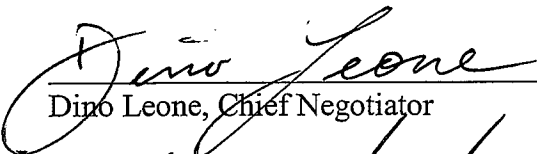
- Section 1 - This Agreement shall be effective as of July 1, 2011, and shall remain in full force and effect until June 30, 2012, or until a successor Agreement has been completed. Negotiations for a successor Agreement shall begin not later than thirty (30) days prior to the expiration date of this Agreement.
- Section 2 - Negotiations may, if mutually agreed upon, be reopened by either party at any time during the period covered by this Agreement.
- Section 3 - In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

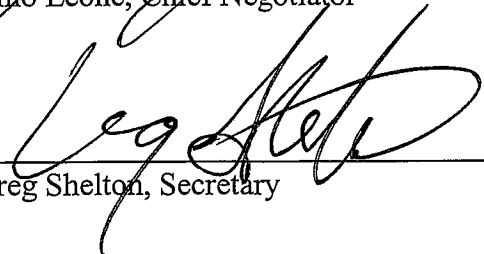
**ARTICLE XVII
ACCEPTANCE**

In witness thereof this 25th day of July, 2011.

FOR THE UNION



Thomas E. Minick, President


Dino Leone, Chief Negotiator


Greg Shelton, Secretary

FOR THE BOARD OF EDUCATION


Connie McElyea, President, President


David McDermott, Chief Negotiator


Lanty McGuire, Board Secretary

**APPENDIX -
AFSCME 2011-2012 Salary Schedule**

| | 1st YR | 2nd YR | 3rd YR | 4th YR | 5th YR | 6th YR | 7th YR | 8th YR | 9th YR | 10th YR | 11th YR | 12th YR | 13th YR | 14th YR | 15th YR | 16th YR | 17th YR | 18th YR | 19th YR |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Group I - Custodians | | | | | | | | | | | | | | | | | | | |
| Annual Salary | \$35,715 | \$36,432 | \$37,146 | \$37,857 | \$38,571 | \$39,288 | \$40,002 | \$40,716 | \$41,432 | \$42,145 | \$42,856 | \$43,574 | \$44,287 | \$45,001 | \$46,818 | \$47,754 | \$48,984 | \$50,967 | \$51,477 |
| Semi-Monthly | 1,488.11 | 1,517.98 | 1,547.76 | 1,577.39 | 1,607.12 | 1,636.99 | 1,666.77 | 1,696.50 | 1,726.32 | 1,756.05 | 1,785.69 | 1,815.60 | 1,845.29 | 1,912.53 | 1,950.74 | 1,989.76 | 2,040.99 | 2,123.63 | 2,144.87 |
| Daily Rate | 137.36 | 140.12 | 142.87 | 145.61 | 148.35 | 151.11 | 153.86 | 156.60 | 159.35 | 162.10 | 164.83 | 167.59 | 170.33 | 176.54 | 180.07 | 183.67 | 188.40 | 196.03 | 197.99 |
| Hourly | 17.17 | 17.52 | 17.86 | 18.20 | 18.54 | 18.89 | 19.23 | 19.57 | 19.92 | 20.26 | 20.60 | 20.95 | 21.29 | 22.07 | 22.51 | 22.96 | 23.55 | 24.50 | 24.75 |
| Group II - Headperson Elementary and Wharton/Browning Field | | | | | | | | | | | | | | | | | | | |
| Annual Salary | \$37,206 | \$37,945 | \$38,690 | \$39,432 | \$40,179 | \$40,920 | \$41,668 | \$42,412 | \$43,156 | \$43,882 | \$44,645 | \$45,389 | \$46,133 | \$47,813 | \$48,769 | \$49,745 | \$51,025 | \$53,092 | \$53,623 |
| Semi-Monthly | 1,550.25 | 1,581.05 | 1,612.09 | 1,642.99 | 1,674.13 | 1,704.99 | 1,736.17 | 1,767.16 | 1,798.16 | 1,828.40 | 1,860.20 | 1,891.19 | 1,922.19 | 1,992.20 | 2,032.06 | 2,072.70 | 2,126.06 | 2,212.15 | 2,234.27 |
| Daily Rate | 143.10 | 145.94 | 148.81 | 151.66 | 154.54 | 157.38 | 160.26 | 163.12 | 165.98 | 168.78 | 171.71 | 174.57 | 177.43 | 183.90 | 187.57 | 191.33 | 196.25 | 204.20 | 206.24 |
| Hourly | 17.89 | 18.24 | 18.60 | 18.96 | 19.32 | 19.67 | 20.03 | 20.39 | 20.75 | 21.10 | 21.46 | 21.82 | 22.18 | 22.99 | 23.45 | 23.92 | 24.53 | 25.52 | 25.78 |
| Group III - Headperson (Middle), Leadperson (2nd Shift High School), General Maintenance, Mail Truck Driver, and Pool Custodian/Athletic Equipment | | | | | | | | | | | | | | | | | | | |
| Annual Salary | \$37,701 | \$38,454 | \$39,207 | \$39,962 | \$40,716 | \$41,470 | \$42,223 | \$42,978 | \$43,732 | \$44,485 | \$45,238 | \$45,992 | \$46,747 | \$48,451 | \$49,420 | \$50,408 | \$51,706 | \$53,800 | \$54,338 |
| Semi-Monthly | 1,570.87 | 1,602.25 | 1,633.62 | 1,665.08 | 1,696.50 | 1,727.92 | 1,759.29 | 1,790.75 | 1,822.17 | 1,853.54 | 1,884.91 | 1,916.33 | 1,947.79 | 2,018.78 | 2,059.16 | 2,100.34 | 2,154.41 | 2,241.66 | 2,264.07 |
| Daily Rate | 145.00 | 147.90 | 150.80 | 153.70 | 156.60 | 159.50 | 162.40 | 165.30 | 168.20 | 171.10 | 173.99 | 176.89 | 179.80 | 186.35 | 190.08 | 193.88 | 198.87 | 206.92 | 208.99 |
| Hourly | 18.13 | 18.49 | 18.85 | 19.21 | 19.57 | 19.94 | 20.30 | 20.66 | 21.03 | 21.39 | 21.75 | 22.11 | 22.47 | 23.29 | 23.76 | 24.23 | 24.86 | 25.87 | 26.12 |
| Group IV - Maintenance Specialists | | | | | | | | | | | | | | | | | | | |
| Annual Salary | \$40,082 | \$40,878 | \$41,682 | \$42,484 | \$43,286 | \$44,089 | \$44,891 | \$45,691 | \$46,493 | \$47,295 | \$48,099 | \$48,900 | \$49,702 | \$51,513 | \$52,543 | \$53,594 | \$54,973 | \$57,200 | \$57,772 |
| Semi-Monthly | 1,670.10 | 1,703.25 | 1,736.73 | 1,770.16 | 1,803.60 | 1,837.03 | 1,870.47 | 1,903.81 | 1,937.19 | 1,970.63 | 2,004.11 | 2,037.49 | 2,070.93 | 2,146.38 | 2,189.28 | 2,233.07 | 2,290.56 | 2,383.31 | 2,407.15 |
| Daily Rate | 154.16 | 157.22 | 160.31 | 163.40 | 166.49 | 169.57 | 172.66 | 175.74 | 178.82 | 181.90 | 184.99 | 188.08 | 191.16 | 198.13 | 202.09 | 206.13 | 211.44 | 220.00 | 222.20 |
| Hourly | 19.27 | 19.65 | 20.04 | 20.42 | 20.81 | 21.20 | 21.58 | 21.97 | 22.35 | 22.74 | 23.12 | 23.51 | 23.90 | 24.77 | 25.26 | 25.77 | 26.43 | 27.50 | 27.77 |